



RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
1660 Park Lane
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
MAY 11 2017

Skagit County Auditor \$77.00
5/11/2017 Page 1 of 5 1:58PM



Amount Paid \$ ☒
Skagit Co. Treasurer
By *[Signature]* Deputy

GUARDIAN NORTHWEST TITLE CO.

EASEMENT

ACCOMMODATION RECORDING ONLY

M10003

REFERENCE:

GRANTOR: **ARASTOU MONJAZEB**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN GL 4 Sec. 18-35-3; and PTN GL 1 Sec. 19-35-3**
ASSESSOR'S PROPERTY TAX PARCEL: **P34452 (350318-0-005-0001), P113600 (350319-0-001-0200), P34489 (350319-0-012-0001)**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **ARASTOU MONJAZEB, who is also known as AL MONJAZEB, as his separate property** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.,** a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

WO#101101088/RW-098773

Page 1 of 5

NO COMPENSATION PAID

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this Second day of May, 20 17.

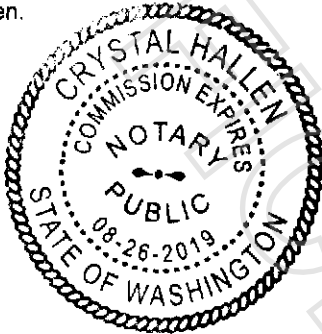
GRANTOR:

BY: 
ARASTOU MONJAZEB

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 2 day of May, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ARASTOU MONJAZEB**, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Crystal Hallen
(Signature of Notary)
Crystal Hallen
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Bellevue, WA
My Appointment Expires: 8/26/19

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"
(REAL PROPERTY LEGAL DESCRIPTION)

WEST TRACT DESCRIPTION:

GOVERNMENT LOT 1 IN SECTION 19 AND GOVERNMENT LOT 4 IN SECTION 18; ALL IN TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., EXCEPT THE SEVEN FOLLOWING DESCRIBED PARCELS:

1.) DIKE, DITCH AND COUNTY ROAD:: OPTS-OF-WAY;

2.) BEGINNING AT A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 1 THAT BEARS NORTH 89°54'00" WEST 1,149.34 FEET FROM ITS SOUTHEAST CORNER; MORE OR LESS, TO THE WEST LINE OF THE COUNTY ROAD MORE COMMONLY REFERRED TO AS THE BAYVIEW-EDISON ROAD, SAID POINT BEING ON A CURVE TO THE RIGHT IN A NORTHERLY AND EASTERLY DIRECTION HAVING A RADIUS OF 1,378.14 FEET, AT WHICH POINT THE TANGENT TO THE CURVE BEARS NORTH 1°20'31" EAST;

THENCE FOLLOWING ALONG THE WEST SIDE OF SAID ROAD IN A NORTHERLY AND EASTERLY DIRECTION HAVING A RADIUS OF 1,378.14 FEET AND A CENTRAL ANGLE OF 22°19'09", AN ARC DISTANCE OF 536.85 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING IN A NORTHERLY AND EASTERLY DIRECTION ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,378.14 FEET AND A CENTRAL ANGLE 11°36'18", "AN ARC DISTANCE OF 279.14 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER OF THAT TRACT OF LAND CONVEYED TO JOHN B. MOON AND JOYCE V. MOON, HUSBAND AND WIFE, GRANTEES FROM LESTER . MERRITT AND EVELYN BERNICE MERRITT, HUSBAND AND WIFE, BY THAT INSTRUMENT DATED JUNE 11, 1973 AND, RECORDED JUNE 20, 1973 UNDER AUDITOR'S FILE NO 786810, RECORDS OF SKAGIT COUNTY, WASHINGTON AS ESTABLISHED FROM PHYSICAL SURVEY FOR LESTER C. MERRITT BY J. A. NEWMAN, PROFESSIONAL LAND SURVEYOR, ACCORDING TO THAT UNRECORDED SURVEY MAP DATED MARCH 5, 1973 AND DESCRIPTION FOR DEED DATED MARCH 6, 1973; THENCE NORTH 38°24'54" WEST ALONG THE SOUTHWESTERLY LINE OF SAID MOON TRACT AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 205.69 FEET TO THE APPROXIMATE BASE OF A RIDGE, THENCE SOUTHERLY ALONG THE BASE OF SAID RIDGE ON THE FOLLOWING COURSES AND DISTANCES: SOUTH 35°16'57" WEST, 117.26 FEET; SOUTH 13°26'08" WEST, 82.90 FEET; SOUTH 33°11'18" WEST, 81.41 FEET; SOUTH 17°30'04" WEST, 122.42 FEET TO A POINT WHICH BEARS NORTH 75°01'43" WEST, A DISTANCE OF 164.70 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE DEPARTING SAID BASE OF RIDGE SOUTH 75°01'43" EAST A DISTANCE OF 164.70 FEET TO THE POINT OF BEGINNING.

3.) COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 18, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.;

THENCE N 88°37'39" W ON THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 300.58 FEET TO POINT OF BEGINNING;

THENCE N 3°09'28" W A DISTANCE OF 376.71 FEET;

THENCE N 88°39'00" W A DISTANCE OF 154.96 FEET;

THENCE S 18°37'54" W A DISTANCE OF 393.18 FEET TO SAID SOUTH LINE;

THENCE S 88°37'39"E ON SAID SOUTH LINE A DISTANCE OF 301.37 FEET TO THE POINT OF BEGINNING.

4.) COMMENCING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 19, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.;

THENCE N 88°37'39" W ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 300.58 FEET TO THE POINT OF BEGINNING;

THENCE S 3°09'28" E A DISTANCE OF 84.03 FEET TO THE NORTHERLY RIGHT-OF-WAY MARGIN OF BAYVIEW-EDISON ROAD;

THENCE SOUTHWESTERLY ON SAID NORTHERLY MARGIN ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 13°30'21", A RADIUS OF 1378.14 FEET, AN ARC LENGTH OF 324.86 FEET, AND A CHORD BEARING S 62°16'34" W A DISTANCE OF 324.86 FEET;

THENCE N 7°38'14" W A DISTANCE OF 215.32 FEET;

THENCE N 18°37'54" E A DISTANCE OF 30.06 FEET TO SAID NORTH LINE;
THENCE S 88°37'39" E ON SAID NORTH LINE A DISTANCE OF 301.37 FEET TO THE POINT OF BEGINNING.

5.) BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19;
THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 1,331.31 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19;
THENCE SOUTH 78°47'26" WEST FOR 2,146.37 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION ON THE NORTHWESTERLY MARGIN OF BAYVIEW-EDISON COUNTY ROAD;
THENCE SOUTH 63°34'33" WEST FOR 152.94 FEET TO THE NORTHEASTERLY BOUNDARY OF THE PREMISES CONVEYED TO GEORGE W. MCKAY, ET AL, BY DEED DATED SEPTEMBER 30, 1924, AND RECORDED OCTOBER 9, 1924, IN VOLUME 134 OF DEEDS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 37°39' EAST ALONG SAID BOUNDARY FOR 192.06 FEET TO THE NORTHWESTERLY MARGIN OF COUNTY ROAD;
THENCE NORTH 39°50'29" EAST ALONG SAID NORTHWESTERLY MARGIN FOR 153.65 FEET TO THE POINT OF BEGINNING.

6.) EXCEPT THE EAST 68 FEET AND THAT PORTION LYING NORTH OF THE SOUTH 725 FEET OF GOVERNMENT LOT 4, SECTION 18.

7.) EXCEPT THE EAST 68 FEET GOVERNMENT LOT 1, SECTION 19, LYING NORTH OF THE COUNTY ROAD.

ALL SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.